Murray & Tregurtha Co., 200 Fed. 368 (1st. Circ.). Such a course would differ in its effect from the refusal of equity to give relief in its concurrent jurisdiction, since here the libelant by pursuing his remedy *in personam* at law would achieve substantially the same result as he is seeking in admiralty. The recovery allowed in a court of law would be measured by the substantive law of admiralty. *Chelentis* v. *Luckenbach S. S. Co.*, 247 U. S. 372; *Berg* v. *Phila. & R. Ry.*, 266 Fed. 591 (E. D. Pa.). See 33 HARV. L. REV. 300.

CONSTITUTIONAL LAW — MAKING AND CHANGING CONSTITUTIONS — EFFECT OF ACQUIESCENCE ON IRREGULARLY ADOPTED AMENDMENT. — The Constitution of Alabama provides that the legislature shall appoint a day for special elections at which proposed constitutional amendments are to be submitted. (ALA. CONST., § 284.) In the case of the "Soldiers' and Sailors' Poll Tax Exemption Amendment" the legislature delegated this power to the Governor. The voters accepted the amendment and it was recognized by the governmental departments of the state, including the Supreme Court. (*Cornelius* v. *Pruet*, 204 Ala. 189, 85 So. 430.) *Quo warranto* proceedings were brought against the defendant, a jury commissioner, on the ground that the amendment had not been properly adopted, and that, not having paid a poll tax, he was not a qualified elector and hence ineligible to hold his office under the constitution. (ALA. CONST., § 178.) The defendant's demurrer was overruled. *Held*, that the judgment be affirmed. *Hooper* v. *State*, 89 So. 593 (Ala.).

For a discussion of the principles involved, see NOTES, *supra*, p. 593.

CRIMINAL LAW — FORMER JEOPARDY — SEPARATE CONVICTIONS FOR THE ROBBERY OF TWO PERSONS ON ONE OCCASION. — The defendant on the same occasion robbed A and B, and was convicted of the robbery of A. On an indictment for the robbery of B the defendant pleaded former jeopardy. *Held*, that a judgment overruling the plea be affirmed. *Thompson* v. *State*, 234 S. W. 400 (Tex.).

Where two distinct acts result in as many crimes, even though in the same transaction, prosecution for one will be no bar to prosecution for the other. *Mann* v. *Comm.*, 118 Ky. 67, 80 S. W. 438; *Ashton* v. *State*, 31 Tex. Cr. R. 482, 21 S. W. 48. *Contra*, *Dean* v. *State*, 9 Ga. App. 571, 71 S. E. 932. Moreover, one may by the same act commit two distinct offenses and be prosecuted separately for each. *State* v. *Inness*, 53 Me. 536. See WHARTON, CRIMINAL PLEADING & PRACTICE, §§ 468–471. The validity of the plea of former jeopardy depends, not upon whether the defendant has once before been in jeopardy for the same act, but upon whether he has been in jeopardy for the same offense. See *Gavieres* v. *United States*, 220 U. S. 338, 342; *Morey* v. *Comm.*, 108 Mass. 433, 434. In larceny cases the authorities are in conflict. One line of authority holds that a defendant can only once be put in jeopardy for the taking, on one occasion, of the property of several persons. *State* v. *Sampson*, 157 Iowa, 257, 138 N. W. 473. See *Hoiles* v. *United States*, 3 McAr. (D. C.) 370. But see *Comm.* v. *Sullivan*, 104 Mass. 552. But this anomalous rule is limited to larceny. Whether, in the principal case, there were two acts or one act, the defendant clearly committed two separate offenses. The decision is correct. *Keeton* v. *Comm.*, 92 Ky. 522, 18 S. W. 359; *State* v. *Bynum*, 117 N. C. 749, 23 S. E. 218. See also *In re Allison*, 13 Colo. 525, 22 Pac. 820.

CUSTOMS AND USAGES — SALVAGE — USAGE OF RENDERING SALVAGE SERVICES GRATUITOUSLY. — By a long established usage, fishing vessels on the coast of British Columbia rendered aid to each other gratuitously. The plaintiff performed salvage services for the defendant without actual knowledge of the custom. *Held*, that the defendant is not liable for salvage. *The "Freiya"* v. *The "R. S.,"* 59 D. L. R. 330.

A usage is an established mode of dealing, which may determine the meaning to be imputed to acts or words. *Miller* v. *Wiggins*, 227 Pa. St. 564, 76 Atl. 711; *Byrd* v. *Beall*, 150 Ala. 122, 43 So. 749. The only possible function of the usage in the principal case would be to explain the terms of a consensual relationship, as the parties should have understood them. But since the right of a salvor to compensation is not based on consent, the usage is immaterial in so far as it shows a lack of consent to pay for salvage. See 33 HARV. L. REV. 453. Nor is it competent, in the absence of consideration, to prove an implied contract of the salvor not to claim compensation. The court is really changing the rule of law allowing recovery for salvage service. Even where parties contract subject to a usage, it will not be given effect if unreasonable or against public policy. *Minneapolis Sash & Door Co.* v. *Metropolitan Bank*, 76 Minn. 136, 78 N. W. 980; *Dickinson* v. *Gay*, 7 Allen (Mass.), 29. See 7 VIN. ABR. 180. Because it furthers a social interest in the conservation of wealth, salvage service enjoys great favor in the law. See BENEDICT, ADMIRALTY, 4 ed., § 224. To adopt a usage which removes compensation as an incentive to such service is undesirable.

DAMAGES — EXCESSIVE DAMAGES — COMPULSORY *REMITTITUR*. — In an action under a death statute, the jury awarded the plaintiff $5000 damages for the loss of his eleven-year-old child. The upper court finds $2500 the highest amount that could be reasonably awarded. *Held*, that the judgment be reduced to $2500, and affirmed. *Interurban Railway Co.* v. *Trainer*, 233 S. W. 816 (Ark.).

The usual practice where excessive damages have been awarded is to affirm the judgment, conditioned upon the plaintiff agreeing to a specified *remittitur*. *Finch* v. *No. Pacific R. R. Co.*, 47 Minn. 36, 49 N. W. 329; *No. Chicago St. R. R. Co.* v. *Wrixon*, 150 Ill. 532, 37 N. E. 895. But see *Watt* v. *Watt*, [1905] A. C. 115. *Cf. Lionell, Barber & Co.* v. *Deutsche Bank, London Agency*, [1919] A. C. 304. And see *Beach* v. *Bird & Wells Lumber Co.*, 135 Wis. 550, 116 N. W. 245. See Austin W. Scott, "Progress of the Law, 1918–1919 — Civil Procedure," 33 HARV. L. REV. 236, 248. If the plaintiff is allowed the greatest amount which the jury could reasonably have given, and if there is no evidence that the size of the verdict was due to prejudice, neither party has any valid objection. The jury has found that the defendant is liable in at least that sum, and the court has found that the plaintiff is entitled to no more. Granting the validity of any *remittitur*, there seems to be no reason why the court should not, as in the principal case, compel it, whether the plaintiff agrees or not. To permit the plaintiff to force a new trial on the chance of getting more than he is, *ex hypothesi*, entitled to, can serve no just purpose. Yet only a few courts have hitherto adopted compulsory *remittitur*. *Rice* v. *Crescent City R. R. Co.*, 51 La. Ann. 108, 24 So. 791; *Wichita & Colorado Ry. Co.* v. *Gibbs*, 47 Kan. 274, 27 Pac. 991. And the United States Supreme Court has held in a tort action that it violates the constitutional guaranty of trial by jury in Federal courts. *Kennon* v. *Gilmer*, 131 U. S. 22.

DAMAGES — MEASURE OF DAMAGES — IMPAIRED PURCHASING POWER OF MONEY. — In an action for damages for personal injuries, the jury were instructed that they might consider the impaired purchasing power of the dollar in assessing damages. The defendant excepted. *Held*, that the exception be overruled. *Halloran* v. *New England Telephone & Telegraph Co.*, 115 Atl. 143 (Vt.).

Damages for personal injuries commonly include at least three elements, *viz.*, compensation for medical expenses, for physical pain and mental suffering, and for loss of earnings. The first occasions no difficulty in computation. The second is an expression of the value which the jurors attach to an